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November 8, 2012

Honorable Judge Cecelia G. Morris
United States Bankruptcy Court
Southern District of New York
355 Main Street
Poughkeepsie, New York 12601

RE: *In re Gerard Kent*
Case No. 11-37228

Dear Judge Morris:

This letter is to serve as a Status Report for the above referenced Loss Mitigation. Enclosed herein please find a copy of the trial modification offered by Nationstar Mortgage to the Debtor on their loan ending in #9834. The trial payments schedule is as follows:

1st payment: \$1,187.49 due 12/01/2012
2nd payment: \$1,187.49 due 01/01/2013
3rd payment: \$1,187.49 due 02/01/2013

This office is aware that in order to accept this trial modification and obtain a permanent modification of your loan it is necessary to strictly adhere to these guidelines.

Thank you for your attention to this matter.

Very truly yours,



NICOLE L. PERSKIE, Esq.
Law Office of Robert S. Lewis, P.C.

NLP/srw

Enc.

c. ECF
Tammy L. Terrell Benozza

10/19/2012

ROBERT S LEWIS ESQ
53 BURD STREET
NYACK, NY 10960

Loan #: 596709834
Case #: 11-37228, GERARD KENT
Property Address: 157 WEST MAIN STREET
MIDDLETOWN, NY 10940

Dear ROBERT S LEWIS ESQ:

If your client is active in a bankruptcy proceeding, be advised this communication is for informational purposes only and not an attempt to collect a debt.

We want to continue to work with you to modify the mortgage and help make the payments more affordable.

Fannie Mae Loan Modification

The good news – you may be eligible for another option – a modification offered by Fannie Mae (the owner of the loan). This modification is designed for borrowers who for some reason did not meet all of the eligibility criteria for a permanent modification under the government's Home Affordable Modification Program (HAMP), or were unable to successfully make payments under a HAMP modification or another modification.

With this modification, new affordable payments during a trial period are required. This is the first step toward qualifying for more affordable mortgage payments. Please read this letter so that you understand all the steps needed to take to modify the mortgage payments.

To Suspend Foreclosure

Nationstar Mortgage must be contacted at 877-782-7612 x6319, or in writing, or alternatively the first payment must be submitted no later than 12/01/2012 to indicate intent to accept this offer. If you contact us or we receive payment by 12/01/2012, we will not refer the loan to foreclosure, or if the loan has already been referred to foreclosure, we will suspend foreclosure. However, if the first Trial Period payment is not received by the date referenced below, foreclosure proceedings may continue.

What is needed...

To accept this offer, the first monthly "trial period payment" must be made under the Trial Period Plan (described below). To qualify for a permanent modification, you must make the following trial period payments must be made in a timely manner as specified in the Trial Period Plan below – instead of the normal monthly mortgage payments:

Trial Period Plan

1st payment: \$ 1,187.49 due 12/01/2012

2nd payment: \$ 1,187.49 due 01/01/2013

3rd payment: \$ 1,187.49 due 02/01/2013

The trial period payment amounts set forth above include principal, interest, and escrow amounts. After all trial period payments are timely made, the mortgage will be permanently modified. (The existing loan and loan requirements remain in effect and unchanged during the trial period.) **If each payment is not received by Nationstar Mortgage LLC in the month in which it is due, you will no longer be eligible for a loan modification and the loan will not be modified.** If the last trial period payment is made in the last half of the month it is due, we may elect to extend the Trial Period Plan by an extra month.

If you have any questions or if the trial period payments shown above are not affordable but want to remain in your home, or if you have decided to leave the home but still want to avoid foreclosure, please call us at 877-782-7612 x6319 as we may be able to help you. (Also, please review the attached "Frequently Asked Questions")

Sincerely,

TEQUILA JETTON
FORECLOSURE PREVENTION SPECIALIST
877-782-7612 x6319

Attachments: (1) Frequently Asked Questions and (2) Additional Trial Period Plan Information and Legal Notices

If this account is active or has been discharged in a bankruptcy proceeding, be advised this communication is for informational purposes only and not an attempt to collect a debt. Please note, however, we reserve the right to exercise the legal rights only against the property securing the original obligation.

Q. What is a Fannie Mae Loan Modification?

A Fannie Mae Loan Modification offers you the ability to *permanently* modify the loan—helping to make the mortgage more affordable for the life of the loan. This modification was created as an additional loan modification option, and is available to certain borrowers who do not qualify for a modification under the Home Affordable Modification Program (HAMP), or were unable to successfully make payments under a HAMP modification or other modification. With a Fannie Mae Loan Modification, you still have an opportunity to modify the loan provided the trial is successfully completed.

Q. Why are you offering me this option?

Because the loan was unable to qualify for a HAMP modification we want to continue to work with you to determine a long-term solution. We know many homeowners are struggling with their mortgage payments and need assistance. That's why we are offering the opportunity to qualify for a Fannie Mae Loan Modification. Our goal is to help make the mortgage more affordable, and most importantly, help you keep your property.

Q. What are the benefits of a Fannie Mae Loan Modification?

A Fannie Mae Loan Modification offers a permanent long-term solution to make the mortgage more affordable.

Q. Why was I not approved for the Home Affordable Modification Program (HAMP)...what happened?

Please review the Notice of Non-Approval for HAMP modifications which we previously provided to you for an explanation as to why you were not approved for a HAMP modification.

Q. If I didn't qualify for a permanent modification under HAMP, will I qualify for a Fannie Mae Loan Modification?

The requirements for a Fannie Mae Loan Modification have been designed specifically to assist borrowers like you, who were unable to qualify for a permanent modification through HAMP or who were not able to successfully make payments on a prior modification.

Q. Will I still receive incentive compensation like the HAMP program provides?

No. A Fannie Mae Loan Modification does not offer incentive compensation for borrowers. The borrower incentive compensation is only available to borrowers who were eligible/qualified for a permanent modification under HAMP.

Q. Is there a trial period I have to complete?

Yes. There is a trial period for the Fannie Mae Loan Modification. A complete trial period is required prior to entering into a permanent Loan Modification Agreement. The loan will not be permanently modified until the Trial Period Plan is successfully completed and a Loan Modification Agreement is entered into.

Q. Why is there a trial period?

The trial period offers you immediate payment relief (and could prevent a foreclosure sale) and gives you time to make sure the lower monthly mortgage payment is affordable. Note: This is only a temporary Trial Period Plan. Your existing loan and loan requirements remain in effect and unchanged during the trial period.

Q. When are the trial period payments due?

The payment amount and the day each month that the payment is due during the trial period is on page 1 of this package under the heading "Trial Period Plan."

Q. What happens if the new payments are not affordable?

If the specified trial period payments are not made in full in the month when due, you will not qualify for a permanent modification and will not be allowed to enter into a permanent Loan Modification Agreement. If the trial period is successfully completed and a Loan Modification Agreement is entered into, you will no longer be eligible for the modified payment terms if you are 60 days late within the first 12 months of the permanent modification. If that occurs, we will look at other options to resolve the mortgage delinquency (a short sale, deed-in-lieu of foreclosure).

FREQUENTLY ASKED QUESTIONS

...the most common questions...

Q. What happens if I misstate or misrepresent my information/documentation?

If you have intentionally misrepresented any fact(s) in connection with any of the documentation you have submitted to demonstrate your status, financial information or hardship, the Trial Period Plan and any Loan Modification Agreement may be cancelled. Additionally, knowingly submitting false information may violate federal law.

Q. What else should I know about this offer?

- No fees will be charged for this Trial Period Plan or final modification.
- If the loan is modified, we will waive all unpaid late charges.
- Attending credit counseling may be required.
- Your credit score may be affected by accepting a Trial Period Plan or modification. The impact of a loan modification on a credit score depends on the overall composition of the consumer's credit profile as well as how the new loan modification credit obligation is reported. The credit score could remain unchanged, increase or decrease. For more information about your credit score, go to <http://www.ftc.gov/bcp/edu/pubs/consumer/credit/cre24.shtm>.

Q. How was the new payment in the trial period determined?

The trial period payment is based upon a variety of factors including the verified income, current value of the property, unpaid loan balance and amounts past due. Fannie Mae uses this information to provide the most affordable terms for you and which should be sufficient to pay your modified principal and interest due on the modified loan. The trial period payments include escrow amounts to cover the property taxes, insurance premiums and other permissible escrow fees based on our current escrow analysis, including any homeowners association dues. The modified monthly payment may change, if the property taxes and insurance premiums change, as permitted by law. If there was not an escrow account before, it is required that one be established for the payment of such escrow amounts. The timing of the tax and insurance bills may require a payment to cover any such bills when they come due. This is known as an escrow shortage. This loan has an escrow shortage of \$ 1,806.60; this can either be paid in a lump sum when the loan is modified or over the next 5 years (or 60 months). The total shortage can be paid as a lump sum. Please contact us at 877-782-7612 x6319.

Q. When will I know if my loan can be modified permanently and how will the modified loan balance be determined?

Once you make all of your trial period payments on time, we will send you a Loan Modification Agreement detailing the terms of the modified loan. The Loan Modification Agreement will become effective once all parties have signed it. Any difference between the amount of the trial period payments and the regular mortgage payments will be added to the balance of the loan along with any other past due amounts as permitted by the loan documents. While this will increase the total amount owed, it should not significantly change the amount of the modified mortgage payment.

Q. Will the interest rate and principal and interest payment be fixed after the loan is permanently modified?

Once the loan is modified, your interest rate and monthly principal and interest payment will be fixed for the life of the mortgage. Your new monthly payment will also include an escrow for property taxes, hazard insurance and other escrowed expenses, but your servicer will send separate notification of the escrow amount to include with the monthly payment. If the cost of the homeowners insurance, property tax assessment or other escrowed expenses increases, the monthly payment will increase as well.

Additional Trial Period Plan Information and Legal Notices

The terms of this offer are accepted and the terms of the Trial Period Plan are effective on the day the first trial period payment is made, provided it is paid on or before 12/01/2012. By accepting this offer, you and we agree that:

You are certifying that all information you previously provided, e.g., regarding your status, income and expenses, and hardship, is still true and correct.

- You certified that all of the written information you previously provided to Servicer in the Hardship Affidavit signed by you as part of this modification, continues to be true and correct. This includes, among other things, information about your status and the status of the property, income and expenses, and hardship. It is understood that Servicer is relying on this certification in offering you the Trial Period Plan and any Loan Modification Agreement. If there have been any changes in the information provided, you must contact Servicer at 877-782-7612 x6319 to discuss whether the changes affect the loan's Trial Period Plan or eligibility for a loan modification. This discussion must take place before the first trial period payment is sent.

We will not proceed to foreclosure sale during the trial period, provided the loan is in compliance with the terms of the Trial Period Plan.

- Any pending foreclosure action or proceeding may be immediately resumed if the terms of the Trial Period Plan are not complied with or do not qualify for a modification. No new notice of default, intent to accelerate, acceleration or similar notice will be necessary to continue the foreclosure action, and all these notices are waived to the extent permitted by applicable law.

During the trial period, we may accept and post the trial period payments to the account and it will not affect foreclosure proceedings that have already been started.

- It is agreed that we may hold the trial period payments in an account until sufficient funds are in the account to pay each of the monthly trial period payment obligations. It is also agreed that we will not pay interest on the amounts held in the account. Any amounts remaining at the end of the trial period will be applied to any outstanding amounts that are owed at the end of the trial period, reducing the amount that will otherwise be added to the principal balance of the modified loan.
- Our acceptance and posting of the new payment during the trial period will not be deemed a waiver of the acceleration of the loan or foreclosure action and related activities, and shall not constitute a cure of the default under the loan unless the payments are sufficient to completely cure the entire default under your loan.

If the monthly payment did not include escrows for taxes and insurance, an escrow account is now required for these items.

- It is agreed that any prior waiver that allowed direct payment for taxes and insurance is revoked. It is agreed an escrow account will be established to pay required escrows into that account.

The current loan documents remain in effect; however, the trial period payments may be made instead of the payments required under your loan documents.

- It is agreed that all terms and provisions of the current mortgage note and mortgage security instrument remain in full force and effect; and that nothing in the Trial Period Plan shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the loan documents.

The Trial Period Plan notice will be rescinded if an error is detected.

- It is agreed that if an error in the terms of the Trial Period Plan or your eligibility is detected after issuance of the Trial Period Plan notice, the Trial Period Plan will be void and of no legal effect upon notice to you of such error. It is understood that a corrected Trial Period Plan will be provided if it is determined that you remain eligible for a loan modification after correction of the error.